

1 JENNIFER R. BERGH, ESQ.  
2 Nevada Bar No.: 14480  
3 THE LAW OFFICES OF MICHELLE GHIDOTTI  
4 1920 Old Tustin Ave.  
5 Santa Ana, CA 92705  
6 Tel: (949) 427-2010  
7 Fax: (949) 427-2732  
8 Email: Jbergh@ghidottilaw.com

9  
10 Attorney for Secured Creditor

11 US Bank Trust N.A., as trustee of Bungalow Series F Trust

12  
13 UNITED STATES BANKRUPTCY COURT

14 DISTRICT OF NEVADA

15 RENO DIVISION

16 In Re: ) CASE NO.: 13-52342

17 SUSY J VALDESPIN ) CHAPTER 13

18 Debtor. )  
19 ) **DECLARATION IN SUPPORT OF**  
20 ) **MOTION FOR RELIEF FROM**  
21 ) **THE AUTOMATIC STAY**

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1       1. I, RAYMOND VALDESPIN JR., declare and state as follows:

2       2. I am employed by BSI Financial Services ("BSI"). BSI services the loan on behalf of the  
3       movant ("Movant").

4       3. I make this declaration based upon the facts testified herein, all of which are in my  
5       personal knowledge, unless stated upon information and belief. As to the statements made upon  
6       information and belief, I believe them to be true. If called as a witness, I could and would  
7       competently testify thereto.

8       4. I am personally familiar with the books, records and files of Movant that pertain to loans  
9       and extensions of credit given to Susy J Valdespin (hereinafter referred to as "Debtors")  
10      concerning the Property commonly known as 9345 Stoney Creek Way, Reno, NV 89506 the  
11      "Property"). I have personally worked on books, records and files, and as to the following facts,  
12      I know them to be true of my own knowledge or I have gained knowledge of them from the  
13      business records of Movant on behalf of Movant, which were made at or about the time of the  
14      events recorded, and which are maintained in the ordinary course of Movant's business at or near  
15      the time of the acts, conditions or events to which they relate. Any such document was prepared  
16      in the ordinary course of business of Movant by a person who had personal knowledge of the  
17      event being recorded and had or has a business duty to record accurately such event. The  
18      business records are available for inspection and copies can be submitted to the court if required.

19       5. Movant's predecessor in interest filed a motion for relief after debtor became post  
20      petition delinquent. The Motion for relief was resolved with a Stipulation for Adequate  
21      Protection between the parties

22       6. A Court Order on Adequate Protection was entered on November 20, 2014, as docket  
23      Entry 26 ("Adequate Protection Order"), which requires regular monthly mortgage payments  
24      to be made timely commencing October 1, 2014. A true and correct copy of the Stipulation is  
25      attached as Exhibit "A" and incorporated herein by reference.

26       7. The Debtors have defaulted under the terms of the APO by failing to tender monthly  
27      mortgage payments to Movant for November 1, 2016 and all subsequent payments.

28       8. Pursuant to the terms of the APO, Movant sent a letter detailing the Debtors' default  
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1 under the terms of the APO on August 27, 2018 ("APO Default Letter"). A true and correct  
2 copy of the APO Default Letter is attached as Exhibit "B" and incorporated herein by reference.  
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4 9. The APO Default Letter listed the Debtors' default as follows:

5 3 Payments @ \$1035.20 each = \$3,105.60  
6 19 Payments @ \$1076.56 each = \$20,119.10

7 Total Monthly Mortgage Default: \$23,224.70

8 Attorneys fees \$150.00

9 Total Default: \$23,374.70

10 10. The Debtor has failed to cure the default stated in the APO Default Letter.

11 11. Pursuant to the terms of the APO, if the Debtors failed to cure the default stated in  
12 the APO Default Letter within fifteen (15) days, Movant is entitled to immediate relief from stay  
13 after the filing of a declaration and order with the Court.

14 12. Pursuant to the Deed of Trust, Movant is entitled to recover attorney's fees and costs  
15 in connection with the matter herein.

16 13. Pursuant to the Deed of Trust, Movant is entitled to take the necessary steps to  
17 protect its security interest in the Property, including advancing taxes, insurance, foreclosure fees  
18 and costs and attorney's fees and costs and to assess the costs plus interest, to the balance due  
19 under the loan.

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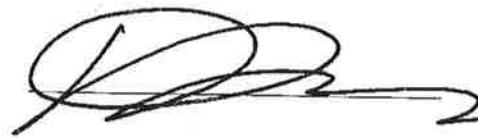
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1        14. Movant seeks relief from stay herein to proceed with its non-bankruptcy remedies  
2 including, but not limited to, continuing its efforts to foreclosure upon the Property, obtaining  
3 possession of and selling the Property.

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5        I declare under penalty of perjury under the laws of the United States of America that the  
6 foregoing is true and correct and executed this 7<sup>th</sup> day of December 2018 at \_\_\_\_\_

7        IRVINE, CALIFORNIA



12        Raymond Vanderman, Jr.

13        Declarant

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# Exhibit “A”

1 WRIGHT, FINLAY & ZAK, LLP  
2 Raymond Jereza, Esq.  
3 Nevada Bar No. 011823  
4 5532 South Fort Apache Road, Suite 110  
Las Vegas, NV 89148  
(702) 475-7964; Fax: (702) 946-1345  
[rjereza@wrightlegal.net](mailto:rjereza@wrightlegal.net)  
5 Attorney for Secured Creditor, Seterus, Inc. as the authorized subservicer for Federal National  
6 Mortgage Association ("Fannie Mae"), creditor c/o Seterus, Inc.

7 **UNITED STATES BANKRUPTCY COURT**8 **DISTRICT OF NEVADA**

9 In re: Case No.: 13-52342-btb  
10 SUSY J VALDESPIN Chapter: 13

11 aka SUSY J CORONADO  
12 aka SUSY J CORONADOORELLANA  
13 aka JORGE VALDESPIN  
aka SUSY J VALENCIA

**STIPULATION REGARDING  
ADEQUATE PROTECTION  
PAYMENTS**

14 Debtor.

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17 The parties hereby having reached an agreement and for good cause appearing;  
18 IT IS HEREBY STIPULATED between Seterus, Inc. as the authorized subservicer for  
19 Federal National Mortgage Association ("Fannie Mae"), creditor, c/o Seterus, Inc. ("Secured  
20 Creditor"), by and through its counsel of record, Raymond Jereza, Esq. of Wright, Finlay & Zak,  
21 LLP and Debtor, Susy J Valdespin, by and through her counsel of record, Kerry J. Eaton, Esq.,  
22 that the stay in regards to the real property located at 9345 Stoney Creek Way, Reno, NV 89506,  
23 shall remain in effect subject to the following terms and conditions:

24 Debtor currently owes post-petition arrears to Secured Creditor as follows:

25 Payment: 2/01/14 @ \$898.10 per month	\$898.10
26 Payments: 3/01/14-09/01/14 @ \$968.72 per month	\$6,781.04
27 Property Inspection Fees	\$165.00
Suspense Balance	(\$70.10)
28 Total	\$7,774.04

1 Debtor is post-petition delinquent in the total amount of \$7,774.04. Debtor shall make  
2 equal monthly adequate protection installments in the amount of \$863.78 for eight (8) months  
3 commencing October 15, 2014 and continuing on the fifteenth day of each month ending  
4 May 15, 2015, followed by a payment of \$863.80 on June 15, 2015, in order to cure the post-  
5 petition default. All payments due to Secured Creditor set forth shall be paid to Seterus, Inc. at  
6 the following address in the form of certified funds:

Seterus, Inc.  
PO Box 7162  
Pasadena, CA 91109-7162

10 IT IS FURTHER STIPULATED that, in addition to the aforementioned adequate  
11 protection payments, the Debtor shall remain current and in good standing on her regular  
12 mortgage payments in the amount of \$968.72 per month (\$734.44 in principal and interest plus  
13 \$234.28 in taxes and insurance), which are due on the first of each month. The amount of these  
14 payments may be subject to change under terms of the parties' original agreements. Debtor's  
15 next post-petition payment is due for October 1, 2014, in the amount of \$968.72.

16 IT IS FURTHER STIPULATED that upon any default in the foregoing terms and  
17 conditions, Secured Creditor shall serve written notice of default to Debtor, and any attorney for  
18 Debtor. If Debtor fails to cure the default within 15 calendar days after mailing of such written  
19 notice:

- 20 a. Secured Creditor may file and serve a declaration under penalty of perjury specifying  
21 the default, together with a proposed order terminating stay, which the Court may  
22 grant without further notice of hearing.  
23 b. Secured Creditor may move for relief from the stay upon shortened notice in  
accordance with Local Bankruptcy Rules.  
c. Secured Creditor may move for relief from the stay on regular notice.

24 IT IS FURTHER STIPULATED that the stay shall remain in effect subject to the terms  
25 and conditions set forth in the Stipulation for Adequate Protection Payments.

1 IT IS FURTHER STIPULATED that this Stipulation shall be binding and effective  
2 despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of  
3 the United States Code.

4

5 Submitted by:

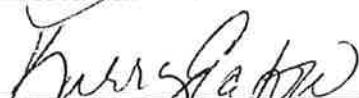
6 WRIGHT, FINLAY & ZAK, LLP

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Raymond Jereza, Esq.  
9 Nevada Bar No. 011823  
10 5532 South Fort Apache Road, Suite 110  
Las Vegas, NV 89148  
11 *Seterus, Inc. as the authorized subservicer for*  
*Federal National Mortgage Association*  
12 *("Fannie Mae")*, creditor, c/o Seterus, Inc.

Dated: 10/13/14

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14 APPROVED / DISAPPROVED

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Kerrin J. Eaton, Esq.  
17 Nevada Bar No. 09548  
5421 Kietzke Ln, Ste 100  
18 Reno, NV 89511  
19 *Attorney for Debtor*

Dated: 9/10/14

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# **EXHIBIT “B”**



August 27, 2018

OUR FILE NUMBER:  
1101-1407Via U.S. Mail and Electronic Mail

Mr. Kerry J Eaton  
 Drinkwater Law Offices  
 5421 Kietzke Ln, Ste 100  
 Reno, NV 89511  
 Email: [kerry@dentonlawgroup.com](mailto:kerry@dentonlawgroup.com)

Re: *Ms. Susy J Valdespin (the "Debtor"); Failure to Tender Payments per the Adequate Protection Order; Loan No.: 1461049815 (the "Loan"); 9345 STONEY CREEK WAY, RENO, NV 89506; ("Property")*

Dear Mr. Eaton:

As you are aware we represent US Bank Trust N.A., as trustee of Bungalow Series F Trust ("Creditor"). The purpose of this letter is to notify you of a default under the Adequate Protection Order entered on November 19, 2014 (the "Order"). A copy of the Order is enclosed herewith for your reference.

Pursuant to the terms of the Adequate Protection Order ("APO"), the Debtor was required to maintain current on all post-petition monthly mortgage payments commencing October 1, 2014 and continuing the 1<sup>st</sup> day of each subsequent month to Creditor. Our client has informed us that as of today, the Debtor has defaulted under the terms of the APO by failing to submit monthly mortgage payments for the months of November 2016 through February 2018.

The default is calculated as follows:

3 monthly mortgage payments	@ 1,035.20	=	\$3,105.60
19 monthly mortgage payments	@ 1,076.56	=	\$20,119.10

(Payments Due for November 1, 2016, through August 1, 2018)

Total Monthly Mortgage Default:	<b>\$23,224.70</b>
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Attorneys fees	\$150.00
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Total Default:	<b><u>\$23,374.70</u></b>
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Mr. Kerry Eaton  
August 9, 2018  
Page 2

As set forth in the APO at Paragraph 4, this letter shall constitute the 15 day written notice required under the terms of the APO. If payment is not received by our client on or before **September 11, 2018**, we will lodge an order seeking to have the automatic stay lifted.

If you have any questions, please call the undersigned.

Best Regards,

THE LAW OFFICES OF MICHELLE GHIDOTTI



Adam Thursby

Encls.

CC: Susy Valdespin  
9345 STONEY CREEK WAY,  
RENO, NV 89506